



CITY COUNCIL AGENDA ITEM

Date: January 21, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Big Beaver Center PUD 4 - Project No. 05.927.3

History

AF Jonna Development Company's proposed Big Beaver Center PUD 4 is located at the northeast corner of Big Beaver and Alpine.

Troy Planning Commission recommended preliminary site plan approval on August 14, 2012 and City Council granted preliminary site plan approval on September 24, 2012.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements; sanitary sewer, storm sewer, water main, paving, sidewalks, soil erosion control measures, and landscaping, which will be constructed by the owner/developer on behalf of the City of Troy. The required fees and escrow deposits that will assure completion of the municipal improvements have been provided by the owner/developer.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

Project No.: **05.927.3**

Project Location: **Southeast 1/4 Section 20**

Resolution No: **Resolution Number**

Date of Council Approval: **Council Approval Date**

This Contract, made and entered into this **28th** day of **January, 2013** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **Big Beaver Center, LLC** whose address is **4036 Telegraph, Suite 201, Bloomfield Hills, MI 48302** and whose telephone number is **248-593-6200** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of sanitary sewer, storm sewer, water main, paving, sidewalks, soil erosion and landscaping in accordance with plans prepared by Orman Engineering, LLC whose address is 5476 Vivian Lane, Waterford, MI 48327 and whose telephone number is 248-682-6001 and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ **143,464.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>
Check	<input checked="" type="checkbox"/>
Performance Bond & 10% Cash	<input type="checkbox"/>

Refundable cash deposit in the amount of \$ **21,846.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Non-refundable cash fees in the amount of \$ **13,649.00**. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
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Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

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THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 18 day of Jan, 2013.

OWNERS

By:



Jordan Jonna

Please Print or Type

Please Print or Type

CITY OF TROY

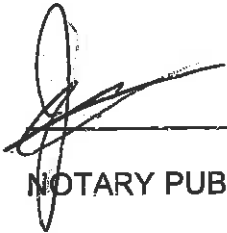
By:

Dane M. Slater, Mayor

M. Aileen Bittner, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 18th day of January, A.D. 2013, before me personally appeared Jordan Jonna known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.



NOTARY PUBLIC, Oakland County, Michigan

My commission expires: 11-4-2013

JANE ANNE SCHUERMANN Notary Public, State of Michigan County of Livingston My Commission Expires Nov. 04, 2013 Acting in the County of <u>Oakland</u>

Detailed Summary of Required Deposits & Fees
Big Beaver PUD #4
05.927.3

ESCROW DEPOSITS (PUBLIC):

Sanitary Sewers	\$2,000
Water Mains	\$29,489
Paving	\$8,635
Sidewalks	\$12,720
Deceleration and/or Passing Lane - MAJOR ROAD	\$0
Major Road Improvements (other than decel or passing lanes)	\$0
Underground Detention System/Restricted Outlet/Overflow/Outlet	\$90,620

TOTAL ESCROW DEPOSITS (Refundable): **\$143,464**

CASH FEES (Non-Refundable):

Engineering Review Fee (Private Improvements)(PA1)	\$4,287
Water Main Testing and Chlorination (PA 2)	\$650
Plan Review and Construction Inspection Fee (Public Improvements) (PA1)	\$11,148
Soil Erosion/Sedimentation Control Commercial Permit Fee (SUB 10)	\$400
Soil Erosion/Sedimentation Control Commercial Inspection Fee (SUB 10)	\$800
Less Initial Engineering Review Fee (Public & Private)(1.1%)	-\$3,636

TOTAL CASH FEES (Non-Refundable): **\$13,649**

CASH DEPOSITS (Refundable):

Street Cleaning/Road Maintenance	\$5,000
Soil Erosion/Sedimentation Control Repair, Replace, or Maintenance	\$2,500
Punchlist & Restoration	\$14,346

TOTAL CASH DEPOSITS (Refundable): **\$21,846**

Total Escrow & Cash Deposits (Refundable): **\$165,310**

Total Cash Fees (Non-Refundable): **\$13,649**

Total Amount: **\$178,959**

PAID

JAN 18 2013

**CITY OF TROY
TREASURER'S OFFICE**

ck# 1111 - \$165,310.00
1112 - \$13,649.00